

**FY12 GRANT AGREEMENT**  
**Between**  
**SOUTH CAROLINA FIRST STEPS TO SCHOOL READINESS**  
**and**  
**GREENWOOD COUNTY FIRST STEPS**

**WITNESSETH:**

**THAT WHEREAS**, SC First Steps is governed by South Carolina Code Sections 59-152-10 et seq. and Sections 20-7-9700, et seq. (hereinafter the "Enabling Legislation") and other South Carolina Code provisions as may be applicable; and

**WHEREAS**, SC First Steps is a state entity and non-profit corporation established to develop, promote, and improve school readiness by providing, through county partnerships, public and private funds to support high-quality early childhood development and education services for children and support for their families' efforts toward enabling their children to reach school ready to succeed; and

**WHEREAS**, the Partnership has been established to advance early childhood development and education through a results-oriented, collaborative effort at the county level; and

**WHEREAS**, SC First Steps agrees to provide funding to the Partnership for the costs of services and activities hereunder and desires to set forth the terms and conditions of said funding;

**NOW, THEREFORE**, in consideration of the reasons recited above and the mutual promises, covenants and Agreements hereinafter set forth, the parties agree as follows:

**1. Parties to the Agreement:**

This agreement (the "Agreement") is entered into by and between the South Carolina First Steps to School Readiness Board of Trustees (the "SC First Steps Board of Trustees"), acting by and through the Office of South Carolina First Steps to School Readiness (collectively hereinafter "SC First Steps") and Greenwood County First Steps (the "County Partnership" or "Partnership"), (referred to individually as a "Party" and collectively as the "Parties").

**2. Assignment:**

No assignment of the County Partnership's obligations or the County Partnership's right to receive payment hereunder shall be permitted.

**3. Effective Period:**

Subject to the suspension and termination provisions hereof, this Agreement shall be effective July 1, 2011 and shall terminate on June 30, 2012. Terms under which the County Partnership may apply for subsequent funding will be set forth separately.

**4. Independent Contractor:**

The County Partnership acknowledges and agrees that it is an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The County Partnership represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement.

Neither Party shall represent itself as agent or employee of the other, nor shall either Party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The Parties acknowledge that neither this, nor any provision hereof, shall be deemed to create a partnership or joint venture between the Parties.

**5. Liabilities, Legal Obligations and Indemnification:**

Each party hereto agrees to be responsible for its own liabilities and those of its officers, employees, agents and representatives arising out of this Agreement, including fiscal responsibility for any deviation from this Agreement.

The County Partnership agrees to indemnify and hold harmless the State of South Carolina, the SC First Steps Board of Trustees, the Office of SC First Steps to School Readiness and their officers, employees, agents and representatives from any and all damages, penalties, fines, claims of third parties, liens, suits, liabilities, costs, judgments and expenses (including attorneys', consultants' or experts' fees and expenses) arising out of any act or omission of the County Partnership in connection with the performance of this Agreement.

**6. Beneficiaries:**

Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Parties that any such person or entity, other than a Party, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**7. Administrators for the Agreement:**

The persons named below shall be administrators for the Parties and shall be the persons to whom notices provided for in this Agreement shall be given and to whom matters relating to administration or interpretation of this Agreement shall be addressed. Either Party may change its administrator, address, telephone number, fax number or e-mail address by giving timely written notice to the other Party.

<b>For SC First Steps:</b>	<b>For the County Partnership:</b>
Susan W. DeVenny, Director	Carolyn Robinson, Board Chair
South Carolina First Steps to School Readiness	Greenwood County First Steps
Concord Building, Suite 100	
1300 Sumter Street	323 Main Street, Suite 300
Columbia, SC 29201	Greenwood, SC 29646
Phone: (803)734-1020	Phone: 864-388-4102
Fax: (803) 734-1431	Fax: 864-388-4103

**8. Choice of Law:**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of South Carolina. The County Partnership, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of South Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Richland County, South Carolina. The place of this Agreement and all transactions, agreements relating to it, and their situs and forum, shall be Richland County, South Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**9. Entire Agreement:**

This Agreement and any documents incorporated specifically by reference represent the entire Agreement between the Parties and supersede all prior oral or written statements or Agreements.

**10. Survival of Promises:**

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless

specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**11. Availability of Funds:**

The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to SC First Steps from the State of South Carolina.

**12. Authorized Use of Funds:**

The County Partnership shall use or expend the funds provided by this Agreement only for the purposes for which they were approved by the SC First Steps Board of Trustees and in full compliance with the Board's FY12 Partnership Standards (**Attachment 1**). Any portion of payment under this Agreement not used for these purposes must revert to SC First Steps. Further, the County Partnership agrees to reimburse SC First Steps for any funds provided under this Agreement that are expended by the County Partnership for unauthorized purposes. This includes, but is not limited to, using SC First Steps funds to pay for staff time or physical resources which are used in furtherance of other programs or businesses not related to First Steps, whether public, political, or private.

**13. Responsibilities of SC First Steps:**

In addition to any other duties set forth herein, SC First Steps shall be responsible for:

- A.** Reviewing, approving, compensating and evaluating the Partnership for services described in the Partnership's FY12 renewal plan as approved by the SC First Steps Board of Trustees on June 29, 2011 (the "County Partnership Renewal Plan"), which shall include a budget of anticipated expenditures for approval by the SC First Steps Board of Trustees (the "Approved Budget"). Approval of the County Partnership's renewal plan under this Agreement is contingent upon its full compliance with the FY12 Partnership Standards (**Attachment 1**). Additionally, County Partnerships who have received conditional approval of one or more proposed strategies are required to meet all requirements of a Partnership Compliance Plan, which, if applicable, is attached to this Agreement as **Attachment 2**. Performance of strategies conditionally approved will be closely monitored and if compliance as outlined in **Attachment 2** is not achieved, the strategy or strategies may be terminated by SC First Steps.

- B. Monitoring the County Partnership for compliance with the terms and conditions of this Agreement.
- C. Providing technical assistance on matters relating to the execution of this Agreement as determined to be necessary by SC First Steps.
- D. Specifying all reports and other deliverables required from the County Partnership.

**14. Responsibilities of the County Partnership:**

In addition to any other duties set forth herein, the County Partnership shall be responsible for:

- A. Performing the services described in the County Partnership Renewal Plan, in accordance with:
  - the FY12 Partnership Standards (**Attachment 1**)
  - the Partnership Compliance Plan (**Attachment 2**), as applicable
  - the terms of this Agreement,
  - the Approved Budget, and
  - any subsequent amendments.

Any portion of payment under this Agreement not used for these purposes must revert to SC First Steps. Further, the County Partnership agrees to reimburse SC First Steps for any funds provided under this Agreement that are expended by the County Partnership for unauthorized purposes. Any condition or purpose set forth in this Agreement shall take precedence over any conflicting provision in the County Partnership Renewal Plan.

- B. Making available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of SC First Steps. The County Partnership agrees that SC First Steps or its agent may have the right to audit or monitor the programmatic and fiscal records of the County Partnership pertaining to this Agreement both during performance and after completion.
- C. Documenting all County Partnership administrative costs separately from service program costs. The County Partnership must report both administrative and service expenditures by line item and adhere to an 8% administrative spending cap unless an exception is explicitly approved by the SC First Steps Board of Trustees.

- D.** Complying with all fiscal and programmatic policies and procedures as outlined in the Enabling Legislation, SC First Steps Operations Manual, and any other documents approved by the SC First Steps Board of Trustees.
- E.** Complying in full with procedures for an annual financial and compliance audit conducted by an auditor selected by SC First Steps.
- F.** Verifying within the timetable prescribed by SC First Steps the implementation of a corrective action plan (as attested in the audit report) for any negative audit findings.
- G.** Submitting to SC First Steps any other plans, reports, documents or products that SC First Steps may specify on a timeline and in forms to be specified by SC First Steps.
- H.** Participating fully and in a timely manner in all evaluations conducted by SC First Steps and/or its designee, including those contemplated by Section 59-152-160(A)–(C) of the Enabling Legislation, including collecting and providing to SC First Steps any and all data and/or other information that may be required for any evaluation of programs, procedures, or practices.
- I.** Ensuring that any part of an initiative described in the County Partnership Renewal Plan which uses local district resources within a school district is conducted only with the approval of the school district's board of trustees, as required by Section 59-152-100(B) of the Enabling Legislation.
- J.** Using "Program Income" (as defined below) earned under this Agreement only to enhance the activities performed under this Agreement or to decrease the cost to the County Partnership of performing those activities. "Program Income" includes, but is not limited to, income from services rendered, the use or rental of real or personal property acquired with State funds, sales of commodities, and interest earnings on State-funded deposits. The use of Program Income to expand administrative objectives is prohibited.
- K.** Complying, to the extent applicable, with Titles VI and VII of the Civil Rights Act of 1964 and regulations issued pursuant thereto; Section 504 of the Rehabilitation Act of 1973, as amended, and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990 (ADA) and regulations issued pursuant thereto; and the Drug Free Workplace Act, S. C. Code Ann. Sections 44-107-10 et seq. 1976, as amended. By signing this Agreement, the County Partnership certifies its intent to comply with hiring procedures outlined in the South Carolina Illegal Immigration Reform Act of 2008 (H. 4400).

- L.** Complying, to the extent applicable, with Amended Equal Employment Opportunity Guidelines 28 C.F.R. 42.301, Subpart E.
- M.** Adopting procedures for its operation, to include conducting meetings and disclosing records, consistent with the South Carolina Freedom of Information Act, S. C. Code Sections 30-4-10, et seq., as may be amended from time to time.
- N.** Complying in all respects with the Enabling Legislation.
- O.** Using due care in the selection of all subcontractors and administration of all subcontracts including, but not limited to, documentation of competitive bidding of subcontracts, periodic payments to each subcontractor, implementing a contracts management and on-site financial and programmatic monitoring function as defined by SC First Steps that ensures accountability for all contracts, and the institution of such other monitoring and control procedures as are necessary to ensure that all subcontractors are complying with all provisions of the subcontract, including conducting all activities and a productive and safe environment for the children and families served by such subcontractor.
- P.** Ensuring all subcontractors are notified of their responsibility to comply with the programmatic and equipment conditions specified herein.
- Q.** Ensuring that services provided to young children and their families lead to specified outcomes.
- R.** Assessing community needs in the area of early childhood development and education and ensuring the implementation of strategies designed to meet community needs through initiatives implemented by existing public and private agencies within the community.
- S.** Maximizing the use of in-kind (volunteers, goods, services, facilities) and cash contributions; maintaining written documentation of cash and in-kind contributions; reporting such contributions to SC First Steps by the date and in the form specified by SC First Steps.
- T.** Ensuring that no funds from this Agreement will be used for partisan purpose, to carry on propaganda or otherwise to attempt to influence the state or federal legislative process, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- U.** Reporting suspected child abuse, neglect, or dependency as defined by SC law.

- V. Attending all scheduled meetings and teleconferences with SC First Steps as requested.
- W. Providing local administrative and implementation support to any initiative mandated by the South Carolina General Assembly pursuant to the Enabling Legislation, any ensuing legislation, or by SC First Steps acting under its authority from the Enabling Legislation.
- X. Complying with SC First Steps State and County Office Hiring Policy adopted by the First Steps Board of Trustees on November 14, 2001 and attached to this contract.
- Y. Ensuring that the Partnership Board and staff engage in Good Governance and meet all requirements to maintain its non-profit status with the IRS, including the continuous maintenance of Directors' and Officers' liability insurance.
- Z. Adopting/Maintaining a Whistleblower Policy and Procedure for the Partnership Board and staff.

15. **Payment for Services** The total payment under this Agreement shall not exceed the specific funding sources.

State Appropriations	\$186,754
EIA Appropriations	\$17,269
FY 10 Sequester	\$ 6,140

All payments under this Agreement are contingent upon fund availability and upon the Partnership's quality implementation and management of board approved school readiness strategies and other objectives under this Agreement.

16. **Title to Equipment** Title to equipment costing in excess of \$1000 acquired by the Partnership with SC First Steps funds shall vest in the Partnership subject to the following conditions:

- A. Partnership shall use the equipment in the services and/or activities for which it was acquired as long as needed. When equipment is no longer needed for the original services and/or activities or if operations are discontinued, Partnership shall obtain disposition instructions from SC First Steps.
- B. When acquiring replacement equipment for approved SC First Steps services and/or activities, the Partnership may use equipment purchased through any SC First Steps project or program as trade-in against said replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement



equipment for SC First Steps' services and/or activities, subject to SC First Steps' asset disposal policy.

- C.** For equipment costing in excess of \$1,000, equipment controls and procedures should include, at a minimum, the following:
- 1.** Detailed equipment records should be maintained which accurately include the:
    - (a) Description and location of the equipment, serial number, acquisition date/cost;
    - (b) Source/percentage of funding for purchase and restrictions as to use or disposition; and
    - (c) Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
  - 2.** Equipment should be assigned a control number in the accounting records and should be tagged individually with a permanent identification number;
  - 3.** At least annually, a physical inventory of equipment should be taken and results compared to accounting and fixed asset records. Any discrepancy should immediately be brought to the attention of the Regional Finance Manager and the SC First Steps;
  - 4.** A control system should be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and should provide for full documentation and investigation of any loss or theft;
  - 5.** Adequate maintenance procedures should be implemented to ensure that equipment is maintained in good condition; and
  - 6.** Procedures should be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts should be conducted on a periodic basis, but at least annually.
- D.** The County Partnership shall ensure all subcontractors are notified of their responsibility to comply with the conditions specified in this section.

**17. Records Retention:**

SC First Steps' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the Agreement. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the three year retention period described above, the records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the

regular three year period described above, whichever is later.

**18. Federal Intellectual Property Bankruptcy Protection Act:**

The Parties agree that SC First Steps shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

**19. Copyrights, License and Distribution of Material:**

The Partnership may copyright materials originated in the performance of this Agreement. Any such copyrights notwithstanding, SC First Steps and any other First Steps county partnership may use, disclose, duplicate and distribute all materials delivered or otherwise prepared under this Agreement. Partnership hereby grants to SC First Steps and any other First Steps county partnership a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, and/or deliver, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Agreement. Such license shall be only to the extent that the Partnership has the right to grant such license. The Partnership may not market the products of this Agreement. All documents, reports, manuals, and other materials prepared during and/or resulting from the performance of services under this Agreement shall include the following statement: "The preparation of this report/ document/etc. was financed by the Partnership with funds provided by SC First Steps."

**20. Confidentiality/Safeguarding Information:**

All aggregate and demographic information, materials, and data provided to the Partnership in the performance of the services outlined in the County Partnership Renewal Plan or any other board-approved strategy that identify or reference specific individuals, whether verbal, written, recorded magnetic media cards or otherwise, must be regarded as confidential information. The Partnership and its agree that any of their employees, agents or representatives who may be in receipt of or are required to work with such confidential information in the performance of their duties shall comply in all respects with this confidentiality requirement. The Partnership agrees to take all necessary steps to safeguard the confidentiality of such material, information, and data, and further agrees to contractually obligate its subcontractors to do the same. The Partnership shall ensure that all information in its possession that identifies or references specific individuals provided by or obtained from subcontractors regarding service recipients under this Agreement will be maintained in a secure location. All materials, information, and data stored offsite must be maintained securely and in compliance with applicable federal and state privacy laws.

The Partnership shall, and will contractually obligate its subcontractors to, comply with the Federal Educational Rights and Privacy Act of 1994 (FERPA) and the Family Privacy Protection Act of 2002. SC First Steps and its contractors shall use and/or disclose protected educational and personal information only to the extent necessary to satisfy obligations under this Agreement. Information may not be released without a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation.

**21. Conflict of Interest:**

The County Partnership expressly states that it has adopted the following policy:

County Partnership staff persons are obligated to always act in the best interest of the organization. This obligation requires that any employee, in the performance of County Partnership duties, seek only the furtherance of the County Partnership mission. At all times, employees are prohibited from using their job title, the organization's name, or property, for private profit or benefit.

- A.** The officers, employees, or agents of the County Partnership should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors. This is not intended to preclude bona-fide County Partnership fund-raising activities.
- B.** No officer, employee, or agent of the County Partnership shall participate in the selection, award, or administration of a purchase or agreement with a vendor where, to his knowledge, any of the following has a financial interest in the other party to that purchase or agreement:
  - 1. The officer, employee, or agent;
  - 2. Any member of their immediate family;
  - 3. Their partner;
  - 4. An organization in which any of the above is an officer, director or employee;
  - 5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment.
- C.** Disclosure – Any possible conflict of interest shall be disclosed by the person or persons concerned.
- D.** Board Action – When a conflict of interest is relevant to a matter requiring action by

the County Partnership Board of Directors, the interested person(s) shall call it to the attention of the County Partnership Board of Directors and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration. When there is a doubt as to whether or not a conflict exists, the matter shall be resolved by vote of the County Partnership Board of Directors, excluding the person(s) concerning whose situation the doubt has arisen.

- E. Record of Conflict – The official minutes of the County Partnership Board of Directors shall reflect that the conflict of interest was disclosed and the interested person(s) did not vote on the matter.

**22. Equal Employment Opportunity:**

The County Partnership shall comply with all applicable federal and state laws relating to equal employment opportunity.

**23. Compliance with Laws:**

The County Partnership shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**24. Supplementation of Expenditure of Public Funds:**

The County Partnership assures that funds received pursuant to this Agreement shall be used only to supplement, not supplant, the total amount of federal, state, and local public funds that the County Partnerships otherwise expends for administration services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services; the funds shall not be used to reduce the County Partnership's total expenditure of other public funds for such services.

**25. Amendment:**

SC First Steps and the County Partnership agree that amendments to this Agreement may be necessary as changes in the scope of the services to be performed by the County Partnership are made, or are required to be made, to comply with applicable laws, regulations, policies and standards.

In the event SC First Steps or Partnership determines that an adjustment of allocation to or an alteration of the scope of the services or nature of activities being performed by Partnership is required, SC First Steps or the Partnership shall notify the other party in writing of the same. Consent in writing by the other party to said adjustment shall be deemed an amendment to this Agreement. In the event that either party objects to said allocation and/or service or activity change(s), and the parties are unable to mutually agree, then this Agreement shall be subject to suspension or termination under the terms and procedures set forth herein and below. Adjustments to the Partnership allocation made as a result of funding reductions from the state legislature or Budget and Control Board shall be communicated in writing to the Partnership, and consent by the Partnership shall be implied.

**26. Default.**

The following shall constitute a Default under this Agreement:

1. In the event that, as determined in the sole discretion of First Steps, the Partnership fails to comply with any term of this Agreement or otherwise fails to fulfill its obligations under this Agreement in a timely and proper manner.
2. The filing of a petition for bankruptcy by the County Partnership.

**27. Suspension**

Following a Default, this Agreement may be suspended in whole or in part upon written notice by SC First Steps. During such suspension, SC First Steps shall have no obligation to make any payment of funds to the Partnership. Suspension will remain in effect until:

1. Partnership has taken corrective action as approved by SC First Steps; or
2. Partnership has given assurances satisfactory to SC First Steps that corrective action will be taken in a timely manner, and the Partnership has commenced such corrective action; or
3. This Agreement is terminated by either party or by mutual consent of both parties.

SC First Steps, notwithstanding the above, shall have no obligation to suspend this Agreement following a Default and may instead proceed directly to exercise its options of termination as set forth below. At any time during a suspension of this Agreement, SC First Steps may elect to exercise its rights of termination set forth below.

**28. Immediate Termination:**

Following a Default, SC First Steps shall have the right to immediately terminate this Agreement in person or by giving written notice to the County Partnership by registered mail with return receipt requested and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the County Partnership under this Agreement shall, at the option of SC First Steps, become its property and the County Partnership shall be entitled to receive just and equitable compensation for any satisfactory work completed on such services, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the County Partnership shall not be relieved of liability to SC First Steps for damages sustained by SC First Steps by virtue of the County Partnerships breach of this Agreement, and SC First Steps may withhold any payment due the County Partnership for the purpose of setoff until such time as the exact amount of damages due SC First Steps from such breach can be determined.

In case of Default by the County Partnership, without limiting any other remedies for breach available to it, SC First Steps may procure the Agreement services from other sources and hold the County Partnership responsible for any excess cost occasioned thereby.

This Agreement may also be terminated by SC First Steps when funds are no longer available.

**29. Termination Without Default:**

SC First Steps may terminate this Agreement without a Default by the County Partnership by giving 30 days written notice to the County Partnership. In that event, all finished or unfinished deliverable items prepared by the County Partnership under this Agreement shall, at the option of SC First Steps become its property and the County Partnership shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

**39. Waiver of Default:**

Waiver of any Default shall not be deemed to be a waiver of any concurrent or subsequent Default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any concurrent or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of SC First Steps and attached to this Agreement. Any failure by either party to specifically perform or to enforce performance exactly according to the letter of this Agreement shall not constitute an alteration of the same by way of enlargement, waiver, reduction, estoppel, or otherwise, unless confirmed in writing by both parties.

**40. Force Majeure:**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**41. Severability:**

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

**42. Time of the Essence:**

Time is of the essence in the performance of this Agreement.

**43. Incorporation of Attachments and Appendices:**

All attachments and Appendices referred to in this Agreement are attached hereto, are expressly made a part hereof, and are incorporated herein as if fully set forth herein.

**44. Binding Effect:**

Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, executors, administrators, and assigns of the parties.

**45. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Agreement. **In Witness Whereof**, the County Partnership and SC First Steps have executed this Agreement in duplicate originals, with one original being retained by each party.

**SC FIRST STEPS TO SCHOOL READINESS**

BY: _____	_____
Susan W. DeVenny, Director	Date
_____	_____
Witness	Date

**GREENWOOD COUNTY FIRST STEPS**

BY: _____	_____
Carolyn Robinson, Board Chair	Date
_____	_____
Witness	Date



**Attachment #1:  
SC First Steps to School Readiness  
FY12 Partnership Standards**

## **FIRST STEPS PROGRAM STANDARDS PARENT HOME VISITATION STRATEGIES**

**Parents as Teachers (201), Parent Child Home (206), and other Non-NFP Home Visitation Strategies**

### **REQUIREMENTS FOR FY12:**

*The purpose of First Steps' parent home visitation strategies is to equip adult clients with the knowledge and skills necessary to promote the school readiness, healthy development and long-term success of their preschool-aged children. Partnerships funding these strategies shall ensure vendor compliance with each of the following:*

#### **1) TARGETING:**

##### **Targeting Clients At-Risk Of Early School Failure**

At least 60% of home visitation clients shall be identified on the basis of two (2) or more of the readiness risk factors below (with 100% of client families possessing at least one risk factor at the time of enrollment):

- A preschool-aged child has been abused
- A preschool-aged child has been neglected
- A preschool-aged child has been placed in foster care
- Eligibility for the Supplemental Nutrition Assistance Program (SNAP, e.g. Food Stamps) or Free School Lunches (130% of federal poverty level or below – with first priority given to TANF-eligible clients whose annual family income levels fall at 50% of federal poverty level or below)
- Eligibility for services under the Individuals with Disabilities Education Act, Parts B (Preschool Special Education, ages 3-5) or C (BabyNet, ages 0-3)
- A preschool aged child with a developmental delay as documented by a physician or standardized assessment
- Teenage mother/primary caregiver (at the time of the focus child's birth)
- Low maternal/primary caregiver education (less than high school graduation at the time of focus child's birth)
- A preschool-aged child has been exposed to the substance abuse of a caregiver
- A preschool-aged child has been exposed to parental/caregiver depression
- A preschool-aged child has been exposed to parental/caregiver mental illness
- A preschool-aged child has been exposed to parental/caregiver intellectual disability
- A preschool-aged child has been exposed to domestic violence within the home
- Low birth weight (under 5.5 lbs.) in association with serious medical complications

##### **Targeting By Age (Early Intervention)**

At least 90% of newly enrolled client households shall contain an expectant mother and/or a child under thirty-six months of age. In the event that unique and/or emergency circumstances warrant, Partnerships may enroll additional clients aged three-years or older given prior written authorization from SC First Steps.

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##### **Client Retention**

In order for home visitation to be effective, it is critical that client families remain in the program long enough to benefit from the planned intervention. Each partnership will be required to demonstrate its successful, long-term retention of 75% of its home visitation clients across nine or more months of program participation.

#### **2) SERVICE DELIVERY:**

##### **Fidelity to a published, research-based model**

In order to ensure the delivery of high quality services and the validity of agency-wide evaluation efforts, vendors shall ensure that each First Steps-funded parenting/family strengthening strategy is implemented with fidelity to its published, research-based model. "Fidelity" is defined as complying with model specifications relating to:

##### **A. Home Visit Intensity and Delivery:**

- Programs shall match the intensity of their service delivery to the specific needs of each family, with no client to receive less than 2 visits monthly. Clients identified as possessing two (2) or more board-approved risk factors shall receive home visitation up to weekly as the needs and availability of the family dictate. (Effective FY12, the conditional approval home visit threshold shall be raised to 2.0 per

- family, per month.)
- Parent Child Home (PCH) programs shall be designed to incorporate visits twice weekly for a minimum of 23 weeks annually.
- First Steps funded P.A.T. programs shall maintain formal affiliate status via the Parents as Teachers National Center. SC First Steps will be hosting regular conference calls to assist vendors with tracking and meeting new model requirements. (Note that during FY13, affiliate programs operating on academic calendars will be required to document their year-round service delivery to an as yet unspecified proportion of clients. Programs currently operating on academic calendars are asked to begin planning for the incorporation of this national model requirement during the coming year.)
- In households in which two or more preschool-aged children reside, vendors are permitted – but not required – to conduct separate visits designed to address the development of individual children. Alternately, curriculum information relating to the needs of each child may be combined into a single visit of greater duration.)
- While home visitation models are ideally suited for delivery within the home (and home-based visitation expected as the primary method of service delivery), visits may be approved for delivery at an alternate location (a childcare center, family resource center, etc) as either the documented needs of the family or safety of the visitor dictate. The alternative location must be suitable to delivery of parenting services such that integrity of the session and confidentiality of clients is maintained. Regardless of location, all visits must be one-on-one (First Steps-funded home visitation strategies may not be delivered in group settings), entail the use of model-specific lesson plans and last at least 30 minutes apiece (P.C.H.)/45 minutes (Non-PCH models).
- Data on each home visit shall be entered into the FSDC client database system within 14 days of completion. In the event that the Partnership has identified an individual responsible for all client data entry, vendors shall formally submit this information to the Partnership within this same 14 day window for subsequent entry.
- No parent educator may carry a caseload of more than twenty (20) active families. Smaller case loads may be necessary based upon the intensity of services provided (ex: weekly home visits) or as determined by individual family needs. In determining minimum caseload, programs shall take per-visit cost allocation (detailed in Section 4 below) into account.

#### **B. Group Meetings:**

- At least one parent education group meeting shall be offered each month (per vendor or area of service if large program) shall be offered.

#### **C. Screenings and Referrals:**

- Parenting vendors shall document the completion of all model-related health and developmental screenings to include functional hearing checks, functional vision assessments, use of milestone checklists, dental checks, etc.
- Vendors shall seek to ensure that each participating client family is connected with a pediatric medical home and other community services as appropriate.
- Each client child shall be assessed using an age-appropriate developmental screening tool (e.g. Ages & Stages, Brigance, DIAL-3, etc.). In the event that a developmental screening (conducted in association with any First Steps-funded program) indicates a possible developmental delay, the vendor shall collaborate with parents/guardians to seek the consensual provision of these results to: (a) the child's pediatric care provider, *and* (b) either BabyNet (ages 0-3) or the child's zoned school district and Disabilities and Special Needs Board (ages 3-5) for additional diagnostic evaluation. Vendors shall maintain (within each client file) referral records to include information on the outcome/disposition of each First Steps-initiated referral.
- Partnerships and their funded vendors shall ensure active collaboration with other parenting and family support services in their communities, refer families to these services as necessary, and follow up as feasible to ensure that appropriate connections have been established. Active and sustained efforts to connect client families to pediatric medical homes shall be a priority.

#### **D. Staff Qualifications and Training**

- All P.A.T. educators must possess at least a two-year degree in early childhood education or a closely related field and document successful completion of/initial certification in P.A.T.'s *Foundational and Model Implementation Training*. Educators whose caseloads include children aged 3-5, must also be maintain the P.A.T. (3-5) add-on certification. Each P.C.H. educator shall meet the minimum education requirements above and be trained and supervised by a site coordinator approved by the P.C.H. National Center.
- Each P.A.T. program shall be overseen by one or more individuals certified as PAT Supervisors.

P.C.H. vendors must each employ at least one Site Coordinator trained at the P.C.H. National Center (with sites serving 60 or more families employing a second Site Coordinator).

- Each parent educator in a First Steps-funded program shall successfully complete (as part of his/her annual recertification and regardless of his/her individual funding source) at least three hours of annual professional development approved by SC First Steps and document the successful completion of all national model requirements related to ongoing professional development hours. Annual training and/or recertification (for both the program and individual staff members) must be documented on-site by each vendor for annual submission to SCFS.
- Each parent educator shall maintain annual re-certification in the Keys to Interactive Parenting Scale (KIPS).

#### **E. Ongoing Program Quality Assessment**

- Each P.A.T. vendor shall complete the *A Closer Look* self-assessment every three years and make ongoing use of the *PAT Parent Evaluation* (annually), *Parent Educator Performance Evaluation* (annually), *Parent Educator and Supervisor Self-Evaluations* (annually), *Program Evaluation by Parent Educators* (annually) and *Peer Mentor Observation* (optional). Each program must submit an Affiliate Performance Report to South Carolina First Steps by July of each year.
- P.C.H. vendors shall utilize *Parent and Child Together (PACT) Observations* to guide family goal setting, report all required within the national PCHP Management Information System and administer the *Evaluation of Child Behavior Traits (CBT)* as required.
- Each participating First Steps Partnership shall convene a supervisory meeting of all pertinent program/vendor staff (to include those staff members providing both supervision and direct service to families) no less than quarterly to review recruitment, standards compliance, programmatic data and other issues related to strategy success.

#### **F. Family Service Plans**

- All parenting and family strengthening vendors shall develop well-documented Family Service Plans between the home visitor and families (using the SCFS-issued template) within 3 months of the enrollment of each within the program, and subsequently update these plans at least semi-annually to gauge progress and goal attainment.

#### **G. Integrated Service Delivery:**

- In accordance with the Board's Vision 2013 emphasis upon the provision of coordinated interventions, Partnerships shall plan to increase the percentage of client families linked to one or more additional board-approved school readiness interventions – either simultaneously or as part of a planned, multi-year service continuum. This percentage will be increased by 15% annually up to a minimum of 75% by FY14. Partnerships electing to integrate via a multi-year service continuum shall submit documentation to SC First Steps detailing their specific plans to ensure and monitor continuing service delivery (in association with community partners as necessary).
- Each First Steps County Partnership shall convene a universal staffing meeting of all home visitation/parenting partners in their community at least twice yearly. These meetings shall incorporate universal staffing guidelines/documents to be distributed by SCFS in an effort to identify service gaps, and increase collaborative service referrals.

### **3. ASSESSMENT AND DATA SUBMISSION:**

- All First Steps-funded vendors shall complete, at minimum, baseline and post assessments of the *primary adult client* identified within each enrolled case using the Keys to Interactive Parenting Scale (KIPS). A baseline KIPS assessment shall be completed within 45 days of each client's initial enrollment, with a post assessment conducted 6-9 months later, at each 12 month interval thereafter and/or within 30 days of planned program completion.. Partnerships shall ensure that each KIPS assessor is currently certified by the authors and shall include all costs associated with this assessment within their budget spending plans.
- In addition to the KIPS, each family containing children aged 2½ - 5 shall have their interactive literacy behaviors assessed (pre- and post-, with the initial assessment conducted within 45 days of a child within the household reaching 30 months of age) by a trained evaluator making use of the Adult-Child Interactive Reading Inventory (ACIRI). Each family educator making use of the ACIRI shall document his/her attendance at a First Steps sponsored training on the instrument.
- SC First Steps may conduct randomized KIPS/ACIRI reliability monitoring. Sample client videos may be requested for confidential scoring review and shall be maintained on site for potential review for a period spanning four months from the date of original administration.
- Note that both the KIPS and ACIRI are utilized as assessments of adult behaviors and thus need not

be completed with each adult-child pairing in the household. Post assessments should, however, assess the interactions of the same adult-child pairing observed during the baseline assessment.

- Client demographic and assessment data shall be collected within the First Steps Data Collection System (FSDC).

#### **4. COST ALLOCATION:**

- For each \$150 budgeted to a parent home visitation strategy, partnerships shall document their successful delivery of at least one home visit.

## **FIRST STEPS PROGRAM STANDARDS FAMILY LITERACY MODEL**

Four Component Family Literacy (211)

### **REQUIREMENTS FOR FY12:**

Partnerships supporting comprehensive Family Literacy models within public school district settings shall ensure that each vendor maintains fidelity to the recommended programmatic requirements of the SC Department of Education and incorporates: 1) Parent Education, 2) Adult Education, 3) Child Care and 4) Parent/Child Interaction.

Full client data for First Steps-funded family literacy programming must be gathered using the Family Literacy Online Information System (FLOIS) - independent of whether the district is required to maintain this data for the SC Department of Education - and must include pre- and post- client assessments using (as appropriate) the:

- Test of Adult Basic Education (TABE)
- Basic English Skills Test (BEST Plus)
- Parent Education Profile (PEP)
- Ages and Stages Questionnaire (ASQ), Denver Developmental Screening (Denver II), or Ounce
- Peabody Picture Vocabulary Test (PPVT)
- PALS Uppercase Alphabet Assessment (Even Start Programs only)

*Note: Partnerships funding parenting services within the 211 Funding Code must recode any applicable funds accordingly and adhere to the home visitation standards above.*

## **FIRST STEPS PROGRAM STANDARDS DOLLY PARTON IMAGINATION LIBRARY**

Dolly Parton Imagination Library (212)

### **REQUIREMENTS FOR FY12:**

#### **92% Books Rule**

Partnerships administering an Imagination Library strategy must devote 92% or more of strategy funds to the procurement of books. Programs seeking a waiver of this 8% cap on non-book related spending must petition the State Board of Trustees, providing a detailed accounting of all strategy-related spending.

#### **Use as a Supplement to More Comprehensive Interventions**

Because the Imagination Library incorporates a low-intensity, passive service delivery model it should be used to supplement more comprehensive forms of service as possible, and (in such cases) assessed pre- and post- by trained staff using the Adult-Child Interactive Reading Inventory (ACIRI). For the purposes of meeting the integration requirements established in other standards categories, however, the DPIL will not be considered an intervention to which parenting or scholarships may be linked for credit.

#### **Solicitation of Community Support (50% Match Requirement)**

A dollar-for-dollar, cash match is required for any state funds committed to the DPIL strategy. (e.g. No more than 50% of the Partnership's total DPIL budget may be derived from state funding.)

# FIRST STEPS PROGRAM STANDARDS CHILD CARE QUALITY ENHANCEMENT

Child Care Quality Enhancement (601)

## REQUIREMENTS FOR FY12:

*First Steps' child care quality enhancement (Q.E.) strategies are intended to produce measurable improvements in the quality of care provided young children, as measured by a program's advancement within South Carolina's existing quality infrastructure (the ABC system) and/or its improvement on an approved program quality measure.*

### 1) TARGETING:

Each participating provider shall be identified via competitive application (the minimum components of which will be specified by SCFS) with priority to centers:

- Participating in the USDA Child and Adult Care Food Program and documenting that at least 30% of enrolled students qualify for free meals/snacks (130% of federal poverty), - OR -
- Located within the school attendance zone of (and/or enrolling primarily children attending) an individual elementary school rated "Below Average" or "At Risk" (Unsatisfactory) during the preceding three-year period, - OR -
- In which 10% or more of enrolled students are ABC voucher recipients.

Family and Group Child Care Homes may qualify under the criteria above or through their documentation that at least 30% of enrolled students have a family income of 130% of poverty or below.

Centers participating in First Steps-funded quality enhancement projects must permit the on-site delivery of "natural environment" services/therapies to children eligible under the Individuals with Disabilities Education Act.

Additionally, participant providers will be required to document the completion (or pending/planned completion) of ECD 101 (or comparable coursework) by the director and at least 75% of lead classroom staff as a condition of participation.

### 2) SERVICE DELIVERY:

#### On-Site Technical Assistance (TA)

Partnerships implementing or contracting to fund quality enhancement strategies will develop a detailed Quality Improvement Plan for each participating provider - the minimum requirements of which shall be specified by SCFS and which must include on-site technical assistance (TA) as a central component. In all cases, technical assistance shall entail the incorporation of a best-practice curriculum model.

Registered family home providers receiving First Steps QE funds shall document their voluntary completion of 15 hours of professional development annually, mirroring the DSS requirements for licensed, center-based providers.

TA needs shall be determined by the providers' self identified needs, regulatory deficiencies (if any) and/or the results of an approved environmental and/or administrative assessment. First Steps-funded QE strategies shall incorporate on-site technical assistance at least bi-weekly (twice a month) to all participating centers. Partnerships unable to provide at least bi-weekly TA due to staffing limitations shall reduce the number of QE-funded centers to ensure this level of support to each participating center.

Bi-weekly technical assistance visits logged within the First Steps Data Collection (FSDC) System shall be planned and purposeful – with summary data logged no less than monthly. These visits, which may span several hours in duration and entail multiple individual classroom visits, may be supplemented (but not replaced) by additional phone consultation and/or shorter drop-in visits. Two or more visits to the same site on a single day shall be considered a single visit of increased duration. In the event that topical, on-site consultation may be appropriately considered for provider training credit through the CCCCD, TA staff shall take responsibility for the advanced submission of all appropriate training outlines.

First Steps Partnerships offering QE strategies may choose to provide limited, periodic TA to non-QE centers provided: 1) these services are supplemental to the standard QE programming described herein; 2) the consultation provided addresses the attainment of specific goals (such as NAEYC accreditation, maintenance of previous QE gains, etc.) and 3) no QE grant funds are provided to these centers.

### **Equipment and Materials Funds**

Equipment/materials funding to centers, if provided, may not exceed \$2,500 annually without the approval of SC First Steps. In all cases equipment/materials purchases must be aligned with classroom needs as indicated by the environmental assessment and/or the center's Quality Improvement Plan. Equipment/materials funds shall not be awarded independent of training and/or qualified technical assistance.

### **Coordination with Community Partners/ Integration with Child Care Training**

In developing the Partnership's quality enhancement efforts, each will be required to explicitly coordinate their efforts with other state/community-level entities offering similar services in the county (example: Child Care Resource and Referral, Success by Six, etc.) Formal, county-wide (and/or regional) quality enhancement and training plans will be developed (and filed with SCFS) in an effort to ensure the maximization of resources and avoid duplication of effort.

Partnerships will plan and offer training for participating child care providers based on needs identified within each center's Quality Improvement Plan. As a condition of participation, the center director must participate regularly in the center's on-site visits and in at least 50% of staff training provided. Child care staff from QE centers shall be required to attend relevant training as a condition of their centers' participation. SCFS TA staff shall make every effort to register content-specific consultation as provider training as appropriate. Trainings offered to client providers shall be attended by the partnership's technical assistance provider(s).

### **Workforce Development**

Each First Steps-funded QE plan shall incorporate a workforce development component. All participating staff shall be provided with information about the state's T.E.A.C.H. (Teacher Education and Compensation Helps) scholarship program and provide (and/or connected with) case management designed to assist each in his/her advancement along South Carolina's Early Childhood Career Lattice.

### **Certification of Technical Assistance Providers Via CCCCC**

Each First Steps-funded technical assistance provider must demonstrate his/her professional competence through:

- Certification as a South Carolina Technical Assistance Provider through the Center for Child Care Career Development (CCCCD). TA shall be limited to the provision of types/categories of service for which they maintain current certification.
- Participation in ongoing professional development with a total of 30 clock hours of training every 3 years. Half of this training shall be in early education and half in technical assistance.

Additionally, each First Steps funded TA provider must document the completion of orientation to: 1) SC Childcare Licensing, 2) the ABC Quality Program, and 3) the ABC Special Needs Program within the past two years. Each partnership funding a QE strategy is required to participate in its region's Child Care Coordination Team and shall maintain documentation of attendance at these meetings.

### **3) ASSESSMENT AND DATA SUBMISSION:**

Partnerships shall ensure the submission of complete center data for each focus provider within 30 days of program initiation.

Each focus classroom and/or home-based provider benefiting from First Steps QE funding shall receive a baseline assessment with the appropriate Environment Rating Scale (ERS) within 90 days of the initiation of technical assistance, with a post assessment conducted 6-9 months later and annually thereafter (in the event that a single classroom or home-based provider is served across fiscal multiple fiscal years. In the event that technical assistance is provided on a center-wide basis (entailing three or more focus classrooms), at least 1/3 of all classrooms shall be assessed according to the timeline above.

Environmental assessments must be conducted by assessors who have:

- 1) Completed at least 3 days of training from the Frank Porter Graham Institute in the appropriate ER scale.
- 2) Participate as required in any ERS reliability measures established by SC First Steps.

Partnerships whose QE strategies entail assistance and/or coaching in the administrative arena shall likewise incorporate pre- and post- assessments using the Program Administration Scale (PAS)

# FIRST STEPS PROGRAM STANDARDS CHILD CARE TRAINING

Child Care Training (605)

## REQUIREMENTS FOR FY12:

*First Steps-funded Child Care Training strategies shall, in all instances, be considered part of a larger quality enhancement effort and support providers in one or more of the following:*

- 1) *Advancement along the CCCCDC career lattice,*
- 2) *Advancement within the ABC quality system,*
- 3) *Improvement on an approved measure of program quality.*

### **Strategy Integration**

*Accordingly, each Partnership training strategy shall be explicitly integrated with either (or both):*

#### **a) *The Partnership's own Quality Enhancement Strategy***

Partnerships operating a 605 (training) strategy in conjunction with a 601 (quality enhancement) strategy shall explicitly integrate the two in order to maximize service intensity and affect demonstrable quality improvements. In this event, Partnerships shall provide at least eight (8) hours of high-quality, certified training (stemming directly from the provider's Quality Improvement Plan) to each 601 center staffer. At least half of this training shall relate to a best-practice curriculum model.

- AND/OR -

#### **b) *A regional/community-based quality enhancement effort.***

Partnerships offering 605 (training) strategies in the absence of a 601 (quality enhancement) strategy shall be required to demonstrate their explicit integration of this strategy with the training and/or technical assistance offerings of a community partner organization and/or one or more neighboring First Steps Partnerships. Formal integration plans shall be developed for submission to SCFS that demonstrate the parties' efforts to ensure maximization of resources and avoid duplication of effort.

In all cases Partnerships shall:

- Base training upon a local needs assessment described in their training plan.
- Actively coordinate any funded training with other state and local entities providing training
- Emphasize multi-session trainings (as opposed to isolated, stand-alone workshops)
- Incorporate measurable training objectives and at least one form of follow-up
- Prioritize trainings linked to infant-toddler care and staff-child interactions

### **Registration/Certification by the Center for Child Care Career Development (CCCCD)**

All training shall be, at a minimum, registered with the Center for Child Care Career Development (CCCCD). The Office of First Steps strongly encourages partnerships to make use of CCCCCD certified trainers as possible.

### **Charging Participants for Training**

If utilized, participant fees proposed in association with state-funded training opportunities shall be nominal and must be either: a) detailed in the partnership's renewal application, or b) approved in advance by SC First Steps.

### **Random Evaluation**

In partnership with the SC Center for Child Care Career Development, SC First Steps will – on a randomized basis - distribute follow-up training evaluations to training selected training participants.

# FIRST STEPS PROGRAM STANDARDS CHILD CARE SCHOLARSHIPS

Child Care Scholarships (703)

## REQUIREMENTS FOR FY12:

Unlike federal child care vouchers designed to enable low-income parents to seek and maintain employment, First Steps-funded child care scholarships are granted in an effort to promote the healthy development and school readiness of participating children.

### **1) TARGETING:**

#### **Targeting Clients At-Risk Of Early School Failure**

Each First Steps-funded scholarship client shall possess two or more Board-identified risk factors:



- A preschool-aged child has been abused
- A preschool-aged child has been neglected
- A preschool-aged child has been placed in foster care
- Eligibility for the Supplemental Nutrition Assistance Program (SNAP, e.g. Food Stamps) or Free School Lunches (130% of federal poverty level or below – with first priority given to TANF-eligible clients whose annual family income levels fall at 50% of federal poverty level or below)
- Eligibility for services under the Individuals with Disabilities Education Act, Parts B (Preschool Special Education, ages 3-5) or C (BabyNet, ages 0-3)
- A preschool aged child with a developmental delay as documented by a physician or standardized assessment
- Teenage mother/primary caregiver (at the time of the focus child's birth)
- Low maternal/primary caregiver education (less than high school graduation at the time of focus child's birth)
- A preschool-aged child has been exposed to the substance abuse of a caregiver
- A preschool-aged child has been exposed to parental/caregiver depression
- A preschool-aged child has been exposed to parental/caregiver mental illness
- A preschool-aged child has been exposed to parental/caregiver intellectual disability
- A preschool-aged child has been exposed to domestic violence within the home
- Low birth weight (under 5.5 lbs.) in association with serious medical complications

Clients participating in the Nurse Family Partnership strategy (in which participating mothers are selected during pregnancy) may be considered presumptively eligible for scholarship support with priority to clients with the lowest family incomes.

In the event that unique and/or emergency circumstances warrant, Partnerships may offer no more than two scholarships annually to children who do not meet the risk definition above, given prior written authorization from SC First Steps.

## **2) SERVICE DELIVERY:**

### **Administration and Use**

First Steps funded scholarships may be administered "in-house" by the Partnership or via DSS. Regardless of the Partnership's selected method of administration, complete client data must be maintained within the First Steps Data Collection system (FSDC).

### **Non-Supplantation**

First Steps funds shall not be used to supplant – or in place of – other forms of public funding available to clients' families for the provision of child care tuition. Current or transitional TANF clients must be referred to the SC Department of Social Services for enrollment the ABC voucher program. Age- and income-eligible clients shall be made aware of their service delivery options via Head Start, CDEPP and/or the EIA 4K program.

### **Developmental Screening**

First Steps partnerships funding child care scholarships shall ensure the completion of an age-appropriate developmental screening for each scholarship recipient – with results to be shared with parents. This screening may be conducted by the partnership, the child care provider, or another community partner as local needs and resources dictate. Children with suspected delays will be referred (as appropriate) to either BabyNet or their local school district for additional evaluation.

### **Partnerships operating in-house scholarships must:**

- Collect daily attendance data from each center receiving scholarships, at least monthly, to determine if scholarship funds are being used appropriately;
- Conduct unannounced monitoring visits to each center to verify child enrollment and family eligibility at least monthly; and
- Abide by the maximum reimbursement rates of the ABC voucher program.

### **Partnerships contracting scholarships through DSS must:**

- Review monthly scholarship reports from DSS to ensure all scholarship funds are being used and that qualified applicants are connected to a provider and receiving services in a timely manner (i.e., no "pending" scholarships);
- Conduct unannounced monitoring visits to each center to verify child enrollment and family eligibility at least monthly.

Given First Steps' readiness mission Partnership-funding scholarships shall be limited to use within high quality settings (independent of their chosen method of administration). These programs – to be selected via competitive process – are defined as meeting any one of the following criteria:



- *Active participation in a First Steps quality enhancement strategy;*
- *Exceeding minimum licensing requirements (participation in the ABC Quality Program at Level B or higher); or*
- *An aggregate Environment Rating Scale rating of 4.0 or higher.*

*The Partnership Board may – upon the provision of written consent from SCFS - waive this requirement in the event that programs meeting this definition are geographically distant or unavailable to individual recipients.*

#### **Integration with Other Readiness Interventions**

Partnerships are strongly encouraged to integrate the provision of scholarships with additional First Steps (or partner organization) strategies and may require participation in these additional services as a condition of funding at the discretion of the Partnership Board.

At least 50% of all Partnership-funded scholarships shall be identified for integration with one or more board-approved interventions – either simultaneously or as part of a planned, multi-year service continuum. Partnerships electing to integrate via a multi-year service continuum shall submit documentation to SC First Steps detailing their specific plans to ensure and monitor continuing service delivery (in association with community partners as necessary).

## **FIRST STEPS PROGRAM STANDARDS FOUR YEAR OLD KINDERGARTEN**

**Full Day 4K (314), Half Day 4K (316), and Extended Day/Half to Full Day 4K (317)**

### **REQUIREMENTS FOR FY12:**

Independent of vendor, First Steps funded 4K classrooms shall adhere to the following student enrollment criteria during FY12 (2011-12 school year):

- Each student must be four-years-old on or before September 1, 2011.
- Each student must qualify for enrollment on the basis of at least one of the following factors:
  - Eligibility for free- or reduced-price school lunches;
  - Eligibility for Medicaid;
  - Qualification for services under IDEA Part B as the result of a documented disability or developmental delay

In the event that more students seek to enroll than available space permits, students qualifying for service on the basis of income (free- or reduced price lunch or Medicaid) shall be prioritized (at the time of acceptance) on the basis of family income as expressed as a percentage of the federal poverty guidelines, with the lowest family incomes given highest priority.

## **FY12 FIRST STEPS PROGRAM STANDARDS Countdown to Kindergarten Program**

**School Transition (4062)**

### **REQUIREMENTS FOR FY12:**

**Countdown to Kindergarten is a summer home visitation strategy designed to link incoming kindergartners and their families with the individual who serve as their kindergarten teacher during the coming year.**

#### **1) TARGETING:**

##### **Targeting Clients At-Risk Of Early School Failure**

Countdown to Kindergarten (CTK) shall be targeted toward families of children most likely to experience early school failure. Given the program's unique role in supporting school transition, several additional risk factors are associated with eligibility for this service. (CTK-specific transition risk factors are noted in italic text in the list below, and do not extend to other First Steps-funded strategies.)

At least 60% of CTK clients shall be identified on the basis of two (2) or more of the readiness risk factors below (with 100% of client families possessing at least one risk factor at the time of enrollment):

- A preschool-aged child has been abused

- A preschool-aged child has been neglected
- A preschool-aged child has been placed in foster care
- Eligibility for the Supplemental Nutrition Assistance Program (SNAP, e.g. Food Stamps) or Free School Lunches (130% of federal poverty level or below – with first priority given to TANF-eligible clients whose annual family income levels fall at 50% of federal poverty level or below)
- Eligibility for services under the Individuals with Disabilities Education Act, Parts B (Preschool Special Education, ages 3-5) or C (BabyNet, ages 0-3)
- A preschool aged child with a developmental delay as documented by a physician or standardized assessment
- Teenage mother/primary caregiver (at the time of the focus child's birth)
- Low maternal/primary caregiver education (less than high school graduation at the time of focus child's birth)
- A preschool-aged child has been exposed to the substance abuse of a caregiver
- A preschool-aged child has been exposed to parental/caregiver depression
- A preschool-aged child has been exposed to parental/caregiver mental illness
- A preschool-aged child has been exposed to parental/caregiver intellectual disability
- A preschool-aged child has been exposed to domestic violence within the home
- Low birth weight (under 5.5 lbs.) in association with serious medical complications

**Additional CTK Transition Risk Factors:**

- *An incoming kindergartner who has had an older sibling retained in/before the 3<sup>rd</sup> grade*
- *An incoming kindergartner who has been recommended for service on the basis of significant social/emotional and/or behavioral difficulties – or those of an older sibling.*
- *An incoming kindergartner who has never been served within a full-time preschool program out of his/her home. (Note that this final factor may be considered in conjunction with one or more additional risks but may not be used to determine eligibility in isolation.)*

## **2) SERVICE DELIVERY:**

### **Adherence to the Countdown to Kindergarten Curriculum**

While the CTK curriculum offers substantial opportunity for personalization by individual teachers, each must adhere to its general format and ensure the delivery of each published lesson.

### **Placement within the Classroom of the Home Visitor**

Countdown to Kindergarten is explicitly designed to connect children and families to the teachers with whom they will be working during the coming year. Accordingly, Partnerships must take steps to ensure the placement of CTK client children in the classrooms of their home visitors.

Waivers of this requirement may be granted at the discretion of SC First Steps. In the event that such waivers are granted, the CTK curriculum must – without exception – include a facilitated meeting with the child's teacher.

### **Curriculum Training**

Any teacher who has not attended training on the updated Countdown Curriculum (initially utilized during Summer 2009) must do so to the beginning of the program.

## **3) DATA SUBMISSION AND FISCAL ADMINISTRATION:**

### **Outcomes and Data Requirements**

The Partnership will be responsible for meeting all data requirements of SCFS within 30 days of receiving data from the teachers (FY12 teacher deadline for submitting data/paperwork is August 16, 2011).

### **Partnership Match Requirement**

Partnerships agree to meet the SCFS match requirements for CTK.

### **Fiscal Administration and Teacher Payment**

The Partnership will be responsible for ensuring that each CTK teacher adheres (in all regards) to his/her CTK Memorandum of Agreement. Teachers will be paid in no fewer than two installments (with at least one payment prior to June 30<sup>th</sup>, and a final payment upon completion of the program).

Visits performed before July 1, 2011 must be invoiced no later than July 16, 2011. Visits performed on or after July 1, 2010 must be invoiced no later than August 16, 2011. In order to receive payment, teachers must submit all paperwork required by the Partnership and have completed the required number of home visits. If all home visits are not completed, the Partnership may adjust teacher payments accordingly, though teacher pay may not be docked as the result of an

"attempted visit" in which the family was available for participation. The Partnership must clearly mark the last invoice as "FINAL". Payments will be made within 30 days after invoice approval.

## **FIRST STEPS PROGRAM STANDARDS**

### **Non-Prevalent Strategies**

#### **REQUIREMENTS FOR FY12:**

In the event that a partnership wishes to propose a strategy not detailed herein, the following process shall be utilized:

- a. The partnership will submit a new-strategy form to SCFS containing a detailed explanation of the proposed strategy, its rationale, research basis (as appropriate), projected per-client cost and proposed evaluation methodology.
- b. The partnership shall be provided individualized technical assistance in an effort to support and strengthen the proposal.
- c. The Program and Grants Committee of the Board of Trustees shall conduct a programmatic review the proposal, and either: a) recommend the proposal for advancement to the Strategic Planning and Evaluation Committee for its approval of the proposed evaluation plan, or b) return the proposal to the partnership with recommendations for improvement.
- d. The Strategic Planning and Evaluation Committee shall review and approve the evaluation plan for each strategy recommended by the Program and Grants Committee.
- e. Upon approval by both committees, the strategy will be presented to the full Board (for final approval) as the joint recommendation of the committees.
- f. The partnership shall utilize the approved evaluation planning template as their annual method of reporting outcomes to the Board – submitting (at renewal) both output and outcome data as approved.

## **FY12 County Partnership Standards of Operation**

### **GOVERNANCE**

#### **REQUIREMENTS FOR FY12:**

- 1) The County Partnership Board shall exercise leadership with its local and state Early Childhood partners through a functional and effective board. The Board as the governing body shall:
  - Adhere to the By-Laws and Operating Procedures and the First Steps Enabling Legislation.
  - Implement programs in accordance with SC First Steps Policies/Procedures and Program Standards.
  - Maintain, at a minimum, an Executive and Finance Committee for assessing and implementing responsibilities of the County Partnership Board.
  - Implement Vision 2013 as approved by the SC First Steps Board of Trustees.
  - Maintain all current approved policies/procedures/standards, board minutes, and records of all meetings (e.g. notices, sign-in-sheets, and documentation of conflict of interest as well as Freedom of Information Act).
- 2) The County Partnership Board member shall:
  - Receive a board orientation that addresses at minimum membership responsibilities, the mission/vision, structure, policies/procedures/standards for operation, and program strategies.

- Maintain a current term on the board not to exceed 6 years (3 consecutive two-year terms) and regularly attend meetings in accordance with County Partnership By-Laws.
- 3) The County Partnership Board shall exercise appropriate stewardship, both financial and programmatic by adhering to practices/[procedures](#) outlined in the SC First Steps Operations Manual.
  - 4) Data shall be collected and entered timely in the First Steps Data Collection System on all programs/strategies. Data may be used to evaluate overall program performance and sustainability.
  - 5) An equitable work environment that is supportive of organizational productivity, diversity, and stability shall be provided by the County Partnership Board.
  - 6) The County Partnership Board shall:
    - Not unlawfully discriminate against any person or category of persons for services or employment.
    - Prohibit preferential treatment and nepotism with regard to hiring, [supervision](#), and promotion.

## County Partnership Standards of Operation COLLABORATION/PARTNERSHIP

### REQUIREMENTS FOR FY12:

- 1) The County Partnership Board shall document collaboration with other early childhood agencies/organizations to serve the most at-risk children and their families and to:
  - Identify improvements to existing services and maximize use
  - Fill gaps in service
  - Minimize duplication of services
  - Improve supports and accommodations for children with special needs and abilities
  - Improve service coordination for high-risk children through participation in interagency staffing or child referrals
- 2) The County Partnership Board shall engage in and document a minimum of 15 hours in-kind collaboration/support with other County Partnership Boards to maximize First Steps resources and:
  - Ensure [advocacy](#) support to prioritize services for children under 6
  - Facilitate the access to a full array of services in a targeted region
  - Mediate barriers within the service delivery system
  - Minimize administrative cost of service delivery
  - Coordinate child care training and professional development opportunities
  - Coordinate board training and planning opportunities
- 3) The County Partnership Board shall participate in and document efforts to mobilize communities to focus efforts on providing enhanced services to support families and their young children to reach school ready to learn.

- 4) The County Partnership Board will annually submit its VISION toolkit, noting needs and early childhood program capacity in the county as a basis for community-wide planning efforts to support at-risk children.

## **County Partnership Standards of Operation RESOURCE DEVELOPMENT**

### **REQUIREMENTS FOR FY12:**

- 1) The County Partnership Board shall engage in resource development responsibilities that include:
  - Annual partnership fundraising goals, on file with SCFS and reviewed with TA.
  - Assurance of adequate resources to support the County First Steps Board's strategies/programs.
- 2) The County Partnership Board shall conduct fundraising activities in an ethical and fiscally responsible manner. A written process shall be developed to address the handling and acknowledgement of contributions and respect for donor [confidentiality](#) requests.
- 3) The County Partnership Board shall:
  - Accurately describe the purpose for fundraising activities.
  - Expend funds for the purpose they were solicited.
  - Maintain accounting segregation for restricted funds.
  - Raise funds in accordance with applicable local, state, and federal requirements.
- 4) The County Partnership Board will seek opportunities to collaborate with other partnerships and/or agencies/organizations to raise funds to meet the needs of at-risk children.